

CENTURYLINK
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 733-5178
Facsimile (206) 343-4040

Maura E. Peterson
Paralegal
Regulatory Law

RECEIVED
2014 JAN 21 PM 2:20
UTILITY



January 17, 2014

Via Overnight delivery

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

QWE-T-04-03

**Re: CenturyLink Local Services Platform ("CLSP") Agreement
Extension Amendments**

Dear Ms. Jewell:

Pursuant to my telephone conversation with your office on January 16, 2014, enclosed are the signature pages for all of the CLSPs which have been extended. For your convenience, we are also enclosing a matrix listing the CLSPs and the docket numbers associated with the original agreements.

Please contact me if you have any questions concerning the enclosed. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Maura E. Peterson", written over a large, stylized circular flourish.

Maura E. Peterson

MEP/jga
Enclosure

**EXTENSION AMENDMENT TO
CENTURYLINK™ LOCAL SERVICES PLATFORM ("CLSP™") AGREEMENT**

This amendment ("Amendment"), by and between **Qwest Corporation dba CenturyLink QC ("CenturyLink")**, a Colorado corporation, and **MCImetro Access Transmission Services LLC ("CLEC")**, amends the CenturyLink™ Local Services Platform ("CLSP™") Agreement (formerly known as "Qwest Local Services Platform™ ("QLSP™") Agreement") between the Parties.

WHEREAS, the Parties entered into a Qwest Local Services Platform ("QLSP™") Agreement (now referred to as a CenturyLink™ Local Services Platform ("CLSP™") Agreement), (the "Agreement"); and

WHEREAS, the terms "CenturyLink" and "CLSP" in this Amendment shall be used in place of, and interchangeably with, the terms "Qwest" and "QLSP", respectively, in the Agreement; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

Section 2 of the Agreement will be replaced in its entirety as follows:

- 2. Effective Date.** This Amendment shall be deemed effective on January 1, 2014.

Section 3 of the Agreement will be replaced in its entirety as follows:

- 3. Term.** The term of this Agreement begins on the Effective Date and continues through December 31, 2016. Upon expiration, this Agreement will continue on a month-to-month basis until it is terminated by either Party, with at least ninety (90) Days prior written notice, pursuant to Section 22 of the Agreement, or replaced by a successor agreement.

Attachment 2 - Service Description - of the Agreement is hereby amended as follows:

1. Section 1 of Attachment 2 will have the following added:

1.6.7 Should CenturyLink cease offering a service to its End User Customers that is also available under this Agreement, upon thirty (30) Days prior written notice to CLEC, CenturyLink will also cease offering the service to CLEC. Notwithstanding the foregoing, CenturyLink will not effect a discontinuation of any service pursuant to this Section 1.6.7 in such manner that CLEC may not reasonably comply with Applicable Law concerning End User Customer discontinuation of service, disconnection and notification, provided that, the foregoing is subject to CLEC's reasonable diligence in effecting such compliance.

- Section 3.2.4 of Attachment 2 is replaced with the following:

3.2.4 115% YOY Volume Growth Plan: If the number of CLEC's total CLSP lines as of October 31 of each year equals or exceeds 110% of the sum of CLEC's total CLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than one thousand (1,000) CLSP lines, CLEC will qualify for a 30% discount off the Business Port MRCs and a 6% discount off the Residential Port MRCs applicable during the next calendar year.

3. Section 7 of Attachment 2 will have the following changes:

- 7.0 Commercial Performance and Service Credits.**
7.2 Removed in its entirety.
7.3 Removed in its entirety.

4. Section 8 of Attachment 2 will have the following added:

8.1.1 Upon a decision from the Washington Utilities and Transportation Commission that CenturyLink is no longer required to offer the Washington Performance Assurance Plan, CenturyLink will transition to the Commercial Performance and Service Credits Plan of Section 7.0.

CenturyLink™ Local Services Platform (CLSP™) Rate Page - AZ, CO, IA, ID, MT, ND, NE, NM, OR, SD, UT, WA, WY
January 1, 2014 through Term

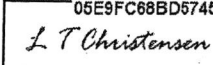
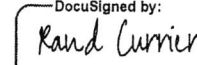
					USOC	Recurring	Non-Recurring	Notes
109.23.2	Installation Nonrecurring Charges							
	109.23.2.1	CLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential						
		109.23.2.1.1	First Line (Mechanized)		NHCRA		\$25.00	

CenturyLink™ Local Services Platform (CLSP™) Rate Page - Minnesota
January 1, 2014 through Term

					USOC	Recurring	Non-Recurring	Notes
109.11.2	Ports, If 80% YOY Volume Retention Plan Requirements Are Met							
	109.11.2.1	Analog Port				N/A		
	109.11.2.2	Analog Port, Residential end user credit			LAWUR	N/A		
	109.11.2.3	Effective CLSP™ Residential Analog Port				N/A		
	109.11.2.4	Digital Port (Supporting BRI ISDN)				N/A		
	109.11.2.5	PBX DID Port				N/A		
109.23.2	Installation Nonrecurring Charges							
	109.23.2.1	CLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential						
		109.23.2.1.1	First Line (Mechanized)		NHCRA		\$25.00	

CENTURYLINK™ LOCAL SERVICES PLATFORM ("CLSP™") AGREEMENT

This CenturyLink™ Local Services Platform ("CLSP™") Agreement, together with the Attachments hereto and Rate Sheets, incorporated herein by reference ("Agreement") is between **Qwest Corporation dba CenturyLink QC ("CenturyLink")**, a **Colorado corporation**, and **Granite Telecommunications, LLC ("CLEC")**, a **Delaware limited liability company**, (each identified for purposes of this Agreement in the signature blocks below, and referred to separately as a "Party" or collectively as the "Parties"). The undersigned Parties have read and agree to the terms and conditions set forth in this Agreement.

Qwest Corporation dba CenturyLink QC: <small>05E9FC68BD57454...</small>  By: _____ <small>DocuSigned By: L. T. Christensen</small> Name: <u>L. T. Christensen</u> Title: <u>Director – Wholesale Contracts</u> Date: <u>11/1/2013</u>	Granite Telecommunications, LLC: <small>DocuSigned by:</small>  By: _____ <small>6FDSCAT24AEF42B...</small> Name: <u>Rand Currier</u> Title: <u>Chief Operating Officer</u> Date: <u>11/1/2013</u>
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NOTICE INFORMATION: All written notices required under this Agreement shall be sent to the following:

CenturyLink:

Director - Interconnection Agreements
 930 15th Street, 6th Floor
 Denver, CO 80202
 Phone: 303-672-2879
 Fax: 303-672-2713
 Email: intagree@centurylink.com

With copy to:

CenturyLink Law Department
 Wholesale Interconnection
 1801 California Street, 9th Floor
 Denver, CO 80202
 Phone: 303-383-6553
 Email: Legal.Interconnection@centurylink.com

CLEC:

Rand Currier, COO
 Granite Telecommunications, LLC
 100 Newport Ave., Extension
 QUINCY, MA 02171
 Phone: 866-847-1500
 Email: rcurrier@granitenet.com

With copy to:

Legal Department
 Granite Telecommunications, LLC
 100 Newport Ave., Extension
 QUINCY, MA 02171
 Phone: 617-933-5500
 Email: legal@granitenet.com

APPLICABLE STATES:

CenturyLink agrees to offer and CLEC intends to purchase Service in the states indicated below by CLEC's signatory initialing (or an "X") on the applicable blanks. **Note: If CLEC chooses to indicate Washington, CLEC must select only one (1) of the Washington Service offerings. CLEC may not change its Washington selection after this Agreement is executed.**

☒ Arizona
☒ Colorado
☒ Idaho
☒ Iowa
☒ Minnesota
☒ Montana
☒ Nebraska
☒ New Mexico
☒ North Dakota
☒ Oregon
☒ South Dakota
☒ Utah

☒ **Washington 7.0 Commercial Performance and Service Credits.**

☐ Washington 8.0 (with Service Performance Measures and Reporting and CenturyLink QC Performance Assurance Plan (PID/PAP) for Washington only, as described in Section 8.0 of Attachment 2 to this Agreement).

☒ Wyoming